

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

OLYMPIA HOTEL MANAGEMENT,
LLC, a Delaware limited liability company,

Plaintiff,

v.

THE BEND HOTEL DEVELOPMENT
COMPANY, LLC, an Illinois limited
liability company,

Defendant.

Civil Action No.: 2:20-CV-00136-NT

DECLARATION OF RAYMOND STODDARD

In accordance with 28 U.S.C. §1746, Raymond Stoddard declares under the penalty of perjury:

1. I am over 18 years of age and have personal knowledge of the facts of this declaration.

2. I was the General Manager of Hyatt Place East Moline and Hyatt House East Moline (collectively, the “Hotel”) owned by The Bend Hotel Development Company, LLC (“The Bend”) from May 1, 2018 through April 30, 2020.

3. I was interviewed in or about April of 2018 by John Schultzel (“Schultzel”) at The Bend’s offices in East Moline, Illinois

4. At all times during my role as General Manager of the Hotel, I was an employee of Olympia Hotel Management LLC (“Olympia”).

5. When I was hired, the Hotel was under construction. The Hotel would eventually open in December of 2018.

6. As General Manager, I spoke with The Bend's management constantly – multiple times per day – about every aspect of the Hotel: employees, rates, maintenance, advertising, marketing, and so on. As a result of that close working relationship with The Bend's ownership, I was contacted by ownership to provide a declaration detailing my work with respect to the Hotel.

7. By comparison, my day-to-day interactions with Olympia's employees in Maine were less frequent, and generally on a present-need basis.

8. Between May 1, 2018 and the Hotel's opening in December of 2018, I played a central role in hiring staff, meeting with potential clients, working with building contractors, purchasing computer equipment, operating supplies and other equipment for the Hotel, and working with the many Olympia employees who visited the property. I performed all of these tasks working in or around East Moline, Illinois.

9. Following the Hotel's opening, I continued to play a direct role in advertising and soliciting clients by participating in golf events, parades, property walk-throughs, and face-to-face meetings with potential clients. This included several property walk-throughs and meetings with John Deere (a/k/a "Deere & Company"), which was the largest and most consistent client of the Hotel during my tenure as General Manager.

10. During and immediately preceding the Hotel's opening, I coordinated the ordering, delivery, receiving, storage, organization and placement of computer equipment and operating supplies and equipment for the Hotel.

11. I also was tasked with learning all of the operating standards and procedures put in place by Hyatt Hotels Corporation ("Hyatt"), and it was my duty to ensure that the Hotel operated in accordance with Hyatt's standards and procedures. I worked constantly with Hyatt

employees in this effort, and was the Hotel's and The Bend's primary point of contact with the Hyatt.

12. I was directly involved with the hiring of supervisory personnel and general staff for the Hotel. Some of these individuals were Director of Sales and Marketing Michelle Dotson, Sales Manager Brittney Haas, Human Resources Manager Mariela Cruz, maintenance supervisor Ted Williams, head housekeepers, and our chefs. I was ultimately responsible for the daily supervision of supervisory personnel and general staff.

13. Multiple Olympia employees traveled to East Moline during the construction of the Hotel and after its opening.

14. Timothy Schneider, Olympia's Director of Construction and Operations, visited approximately once per month to meet with the contractors building the Hotel.

15. John Schultzel, who was then Vice President of Hotel Management, traveled to East Moline, Illinois for my interview, and returned to assist with concept development for the food and beverage operation and to check on the project status.

16. Christine Chapin, Senior Director of Sales for the Olympia Companies, traveled to East Moline, Illinois, to interview candidates for our sales representative positions at the Hotel.

17. Rick Martin, Director of Operations at The Olympia Companies, traveled to East Moline, Illinois on multiple occasions. Rick Martin replaced John Schutzel as my primary contact at Olympia. Over the course of my role as General Manager for the Hotel, I had very few conversations with Mr. Martin.

18. In or about November or December of 2019, Rick Martin became my point of contact at Olympia. He traveled to Maine and met with myself and Ms. Dotson, our Director of

Sales and Marketing. Mr. Martin told us, not-verbatim, that all of the decisions made regarding the Hotel would be made by myself and my team on the ground at the Hotel, and that he was there to “support us.” Between this point and the end of my tenure as General Manager for the Hotel, I spoke with Rick Martin only a handful of times per month. Only in April of 2020 did I begin to have repeated contact with Rick Martin, in relation to the COVID-19 pandemic.

19. I was directly involved in every aspect of the management of the Hotel. I oversaw the hiring of staff, our day-to-day operations, cooked breakfast, washed dishes, tended bar, worked the front desk, assisted employees with HR or benefits questions, and coordinated with our maintenance staff and cleaning staff. I created budgets with some input from Mr. Schultzel in the Hotel’s first year and Mr. Martin for year two, monitored and evaluated our profit and loss statements, and managed staffing schedules, amongst many other responsibilities.

20. I am familiar with the two Hotel Management Agreements (“HMAs”) and their subsequent, respective Amendments which governed the relationship between The Bend and Olympia.

21. Under the terms of the HMAs, The Bend was obligated to maintain a range of insurance policies, including, but not limited to, a \$2,000,000 general aggregate policy, liquor liability (also known as “Dram Shop” insurance), employee theft insurance, forgery, robbery, and theft insurance, employment practices insurance, automobile coverage, auto valet insurance, business income coverage, workers’ compensation coverage, and an \$18,000,000 umbrella policy. All of the insurance coverage policies are enumerated in Schedule A to the HMAs.

22. To the best of my knowledge, Olympia added the Hotel into their existing national liquor liability and workman’s compensation liability insurance policies, and Olympia did not pursue or secure new, individual policies covering these liabilities for the Hotel.

23. I, meanwhile, worked with our local insurance agents to secure insurance policies relating to the building, equipment, automobile coverage, auto valet insurance, business income coverage, and other liability coverage. In my opinion, Olympia did not provide significant guidance or assistance in this endeavor.

24. The approximately 80 employees at the Hotel were added to Olympia's national benefits plans. I and Ms. Cruz would frequently field questions on these plans from our employees in East Moline, and would subsequently directly contact the entities managing these benefits plans for answers and support.

25. Ms. Cruz was also in charge of on-boarding and training for all new staff. She handled completion of hiring documentation and maintained and updated these records in the event that there were any changes.

26. Olympia contracted with third-party providers which provided information technology services and credit card compliance. I spoke with them sparingly during the course of my management of the Hotel.

27. I, along with my chefs at the Hotel, managed the development of the menu and themes for our restaurant at the Hotel. Jason Cotton, Regional Director of Operations for Olympia, traveled to East Moline for the opening, ostensibly to assist in the preparation of a booklet which the kitchen staff would use for recipes and reference photographs. Despite having traveled with a camera and software for that purpose, he did not prepare such a booklet. I ultimately prepared that material along with my kitchen staff. I also managed the staffing levels and ordering of food and beverage for the property.

28. Ms. Dotson and I were the individuals primarily in charge of setting corporate rates for rentals at the Hotel. Ms. Dotson provided critical insight into competitive rate setting in East Moline based on her experience with other hotels in the East Moline area.

29. Olympia employed a regional maintenance engineer. Our relationship with Olympia's regional engineer was minimal. Once every few months, this individual would send recommendations for general maintenance. All maintenance at the Hotel was performed by or supervised by Ted Williams, our maintenance person. I played a direct role in hiring Ted Williams, and communicated with him on a daily basis.

30. Under Section 2.4 of the HMAs, Olympia was to "furnish the supervisory services of its own account department for purposes of providing financial management, budgeting, and reporting services [...]."

31. In the course of operations at the Hotel, I and my team managed our bank deposits, processed invoices, and reported daily revenue to Olympia. To the best of my knowledge, these numbers were entered into a computer program by Olympia, which generated accounting reports for the Hotel.

32. I and Ms. Cruz played a direct role in managing our payroll at the Hotel. Our employees clocked in and clocked out through a digital, third-party tracking system. Locally at the Hotel, Ms. Cruz and I would go through every employee's recorded hours to ensure they were accurate and would evaluate whether tips or gratuities needed to be added, and would then send this information to Olympia. It is my understanding that Olympia would process this data and send it back to us. We would again locally verify that the payroll register matched what we had submitted. When physical checks needed to be issued to employees, we would print those checks at the Hotel.

33. I created the proposed annual budget for the Hotel, based on my revenue projections. Rick Martin provided limited feedback based on my recommendations, as did a revenue manager at Olympia.

34. Ms. Dotson, Ms. Hass and I were in charge of all strategic decisions relating to the budget and marketing. We developed strategies to target “base businesses,” or clients which would supply a steady volume of hotel rentals. This involved a great deal of effort on the ground in East Moline, by way of reaching out to individual local potential clients. Olympia provided little to no support in establishing the Hotel’s identity or booking business in East Moline.

I declare under the penalties of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: July 2, 2020

/s/Raymond Stoddard

Raymond Stoddard

CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below I caused a copy of the foregoing pleading to be filed with the Court's ECF filing system, which will cause an electronic notice to be sent to counsel of record.

Dated: July 3, 2020

/s/Aaron P. Burns

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